

§ 236.15 Notice.

Any communication to USAID pursuant to the Guarantee shall be in writing in the English language, shall refer to the Republic of Tunisia Loan Guarantee Number inscribed on the Eligible Note and shall be complete on the day it shall be actually received by USAID at the Office of Development Credit, Bureau for Economic Growth, Education and Environment, United States Agency for International Development, Washington, DC 20523-0030. Other addresses may be substituted for the above upon the giving of notice of such substitution to each Noteholder by first class mail at the address set forth in the Note Register.

§ 236.16 Governing law.

The Guarantee shall be governed by and construed in accordance with the laws of the United States of America governing contracts and commercial transactions of the United States Government.

APPENDIX A TO PART 236—APPLICATION
FOR COMPENSATION

UNITED STATES AGENCY FOR INTERNATIONAL
DEVELOPMENT

WASHINGTON, DC 20523

Ref: Guarantee dated as of _____, 20 ____:

Gentlemen: You are hereby advised that payment of \$ _____ (consisting of \$ _____ of principal, \$ _____ of interest and \$ _____ in Further Guaranteed Payments, as defined in §236.2 of the Standard Terms and Conditions of the above-mentioned Guarantee) was due on _____, 20 ____, on \$ _____ Principal Amount of Notes issued by Banque Centrale de Tunisie, acting on behalf of the Republic of Tunisia (the "Borrower") held by the undersigned. Of such amount \$ _____ was not received on such date and has not been received by the undersigned at the date hereof. In accordance with the terms and provisions of the above-mentioned Guarantee, the undersigned hereby applies, under §236.8 of said Guarantee, for payment of \$ _____, representing \$ _____, the Principal Amount of the presently outstanding Note(s) of the Borrower held by the undersigned that was due and payable on _____ and that remains unpaid, and \$ _____, the Interest Amount on such Note(s) that was due and payable by the Borrower on _____ and that remains unpaid, and \$ _____ in Further Guaranteed

Payments,¹ plus accrued and unpaid interest thereon from the date of default with respect to such payments to and including the date payment in full is made by you pursuant to said Guarantee, at the rate of ____ % per annum, being the rate for such interest accrual specified in such Note. Such payment is to be made at [state payment instructions of Noteholder].

All capitalized terms herein that are not otherwise defined shall have the meanings assigned to such terms in the Standard Terms and Conditions of the above-mentioned Guarantee.

[Name of Applicant]

By: _____
Name: _____
Title: _____
Dated: _____

PART 237—UKRAINE LOAN GUARANTEES ISSUED UNDER THE DEPARTMENT OF STATE, FOREIGN OPERATIONS, AND RELATED PROGRAMS APPROPRIATIONS ACT OF 2015, AND THE SUPPORT FOR THE SOVEREIGNTY, INTEGRITY, DEMOCRACY, AND ECONOMIC STABILITY OF UKRAINE ACT OF 2014—STANDARD TERMS AND CONDITIONS

Sec.

- 237.01 Purpose.
- 237.02 Definitions.
- 237.03 The Guarantee.
- 237.04 Guarantee eligibility.
- 237.05 Non-impairment of the Guarantee.
- 237.06 Transferability of Guarantee; Note Register.
- 237.07 Fiscal Agent obligations.
- 237.08 Event of Default; Application for Compensation; payment.
- 237.09 No acceleration of Eligible Notes.
- 237.10 Payment to USAID of excess amounts received by a Noteholder.
- 237.11 Subrogation of USAID.
- 237.12 Prosecution of claims.
- 237.13 Change in agreements.
- 237.14 Arbitration.
- 237.15 Notice.
- 237.16 Governing law.

APPENDIX A TO PART 237—APPLICATION FOR
COMPENSATION

¹In the event the Application for Compensation relates to Further Guaranteed Payments, such Application must also contain a statement of the nature and circumstances of the related loss.